

SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: VOS - Creekside Medical Center of Excellence Preliminary Plans and Memorandum of Agreement (MOA) reviewed at the December 9, 2009, Development Review Committee (DRC) meeting (Staff recommends approval).

REQUESTED ACTION:

☐ Work Session (Report Only) **DATE OF MEETING:** 12/29/2009
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT:

☐ Annual **FUNDING SOURCE:** _____
☐ Capital **EXPENDITURE ACCOUNT:** _____
☒ N/A

HISTORY/FACTS/ISSUES:

The Development Review Committee is compiled of staff from several county agencies and consulting engineers. The Committee meets weekly to review applications for Use and Development Permits. The DRC's recommendations are then forwarded to the BOCC. The plans were reviewed and found to be in compliance with the Land Development Code with only minor changes required.

VOS - Creekside Medical Center of Excellence – Major Development – Preliminary Plans & Memorandum of Agreement - Property Owner: The Villages Operating Company – Property Developer – The Villages Operating Company - Project Agent – Farner, Barley & Associates, Inc. – Property Location: Old Mill Run E of Buena Vista Blvd.– The Villages - Total Acreage of Project – 8.89 acres MOL – **Project Proposal: Construct a 85,000 square foot medical center and approve Memorandum of Agreement for development of infrastructure, stormwater, and allow for future subdivision of property and establish setbacks.**

*It should be noted the Hogan Law Firm, County Attorney, raised a concern regarding the use of Memorandum of Agreements. See attached email from Derrill McAteer, Hogan Law Firm. Hogan Law Firm, notwithstanding their general concerns of the use of Memorandum of Agreements, found the Memorandum of Agreement for the Creekside Medical Center of Excellence generally acceptable as to language and content and enforceable.

This Executive Summary has been reviewed by Mr. McAteer.

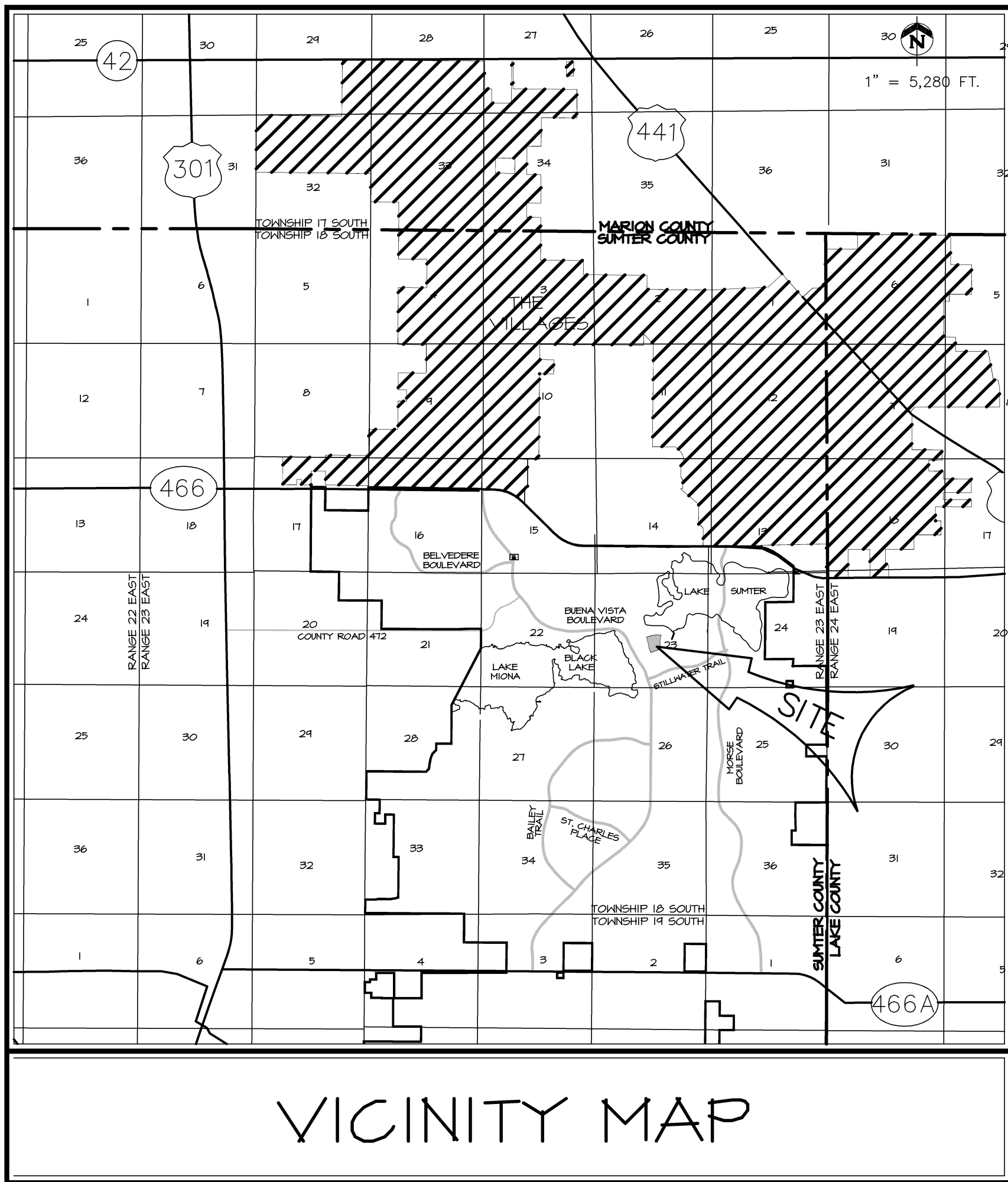
The Villages®

LEGAL DESCRIPTION

THAT LAND LYING IN SECTION 23, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE MOST NORTHERLY CORNER OF TRACT A, CABANAS AT CREEKSIDE LANDING, AS RECORDED IN PLAT BOOK 11, PAGES 11 THROUGH 11E, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, RUN ALONG THE BOUNDARY OF SAID CABANAS OF CREEKSIDE LANDING THE FOLLOWING COURSES: S17°25'34"E, 8.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S17°25'34"E, 258.73 FEET; THENCE S12°43'42"E, 150.22 FEET; THENCE S05°34'29"E, 96.53 FEET; THENCE S14°35'54"E, 31.62 FEET; THENCE S26°03'23"E, 206.61 FEET; THENCE N64°45'28"E, 112.26 FEET; THENCE N66°34'04"E, 96.81 FEET; THENCE N68°17'13"E, 102.62 FEET; THENCE N69°18'19"E, 35.02 FEET; THENCE N69°48'21"E, 116.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF OLD CAMP ROAD AS SHOWN ON THE PLAT OF LAKE SUMTER LANDING, AS RECORDED IN PLAT BOOK 8, PAGES 28 THROUGH 28I, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA AND THE ARC OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 528.00 FEET AND A CHORD BEARING AND DISTANCE OF N11°42'41"W, 124.28 FEET; THENCE DEPARTING SAID BOUNDARY OF CABANAS AT CREEKSIDE LANDING AND ALONG THE WESTERLY AND SOUTHERLY RIGHT-OF-WAY OF OLD CAMP ROAD AND OLD MILL RUN AS SHOWN ON SAID PLAT OF LAKE SUMTER LANDING, THE FOLLOWING COURSES: NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°31'02", A DISTANCE OF 124.51 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1,278.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°52'49", A DISTANCE OF 316.52 FEET; THENCE N11°55'34"E, 113.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 47°19'33", A DISTANCE OF 42.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,141.50 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°43'54", A DISTANCE OF 333.31 FEET; THENCE S71°52'07"W, 50.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2,911.50 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 05°17'41", A DISTANCE OF 274.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.89 ACRES, MORE OR LESS.



SECTION 23
TOWNSHIP 18 SOUTH; RANGE 23 EAST
SUMTER COUNTY, FLORIDA

PRELIMINARY / ENGINEERING PLAN OF CREEKSIDE MEDICAL CENTER OF EXCELLENCE

INDEX OF SHEETS

1. TITLE SHEET
2. AERIAL PHOTOGRAPH
3. MASTER DEVELOPMENT PLAN
4. BOUNDARY SURVEY
5. SITE PLAN
6. GRADING PLAN
7. STORM DRAINAGE PLAN
8. WATER AND SANITARY SEWER PLAN
9. SLEEVING AND LIGHTING PLAN
- E-1 EROSION CONTROL

OWNER/DEVELOPER:
THE VILLAGES OPERATING COMPANY
MARTIN L. DZURO, VICE PRESIDENT
990 OLD MILL RUN
THE VILLAGES, FL. 32162

ENGINEER/SURVEYOR:
FARNER, BARLEY AND ASSOCIATES, INC.
4450 N.E. 83RD ROAD
WILDWOOD, FLORIDA 34785
JEFFREY A. HEAD, P.E. #58058

WATER AND WASTE WATER UTILITIES;

NORTH SUMTER UTILITIES (N.S.U.)
C/O OMI
501 SUNBELT ROAD
THE VILLAGES, FLORIDA 32154
(352)254-2802 RUSS VAUGHN

UTILITY LOCATES:

SUNSHINE STATE ONE CALL OF FLORIDA, INC.
11 PLANTATION ROAD
DeBARY, FLORIDA 32713
DIAL 811

ELECTRICAL POWER UTILITIES;

SUMTER ELECTRIC COOPERATIVE INC.
3369 WEDGEWOOD LANE
THE VILLAGES, FLORIDA 32162
(352) 743-3801, EXT. 1000 ALAN KIMBLEY

TELEPHONE UTILITIES;

EMBARGO
13465 SE C.R. 25
OCLAWAHA, FLORIDA 32174
(352)551-4343 MARK HOEVENAIR

NATURAL GAS UTILITY;

TECO / PEOPLES GAS
316 S.W. 33RD AVENUE
OCALA, FLORIDA 34414
(352)401-3419 LEE SAMANIEGO

CABLE UTILITIES;

COMCAST
8130 HIGHWAY 44 - LEG A
LEESBURG, FLORIDA 34188
(352)787-7875 DANNY FERGUSON

CABLE UTILITIES;

CLEARLINK COMMUNICATION, LLC
C/O McDONOUGH DEVELOPMENT SERVICES
3369 WEDGEWOOD LANE
THE VILLAGES, FLORIDA 32162
(352)753-6219 TOM McDONOUGH

CABLE UTILITIES;

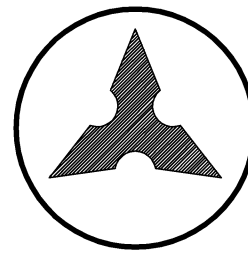
VILLAGES FIBER OPTIC
10261 CANAL STREET
THE VILLAGES, FLORIDA 32162
(352)753-6219 TOM McDONOUGH
DECORATIVE SIGN POST;

LTS & COMPANY, INC.
513 W. COLONIAL DRIVE, SUITE 1
ORLANDO, FLORIDA 32804
(407) 843-1620 TOM YEAZEY

NOTE: ELEVATIONS SHOWN WERE OBTAINED BY
FIELD SURVEY AND ARE BASED ON THE VILLAGES
DATUM. TO OBTAIN N.G.V.D. ADD 3.46 FEET.

This plan has been approved by The Villages and no changes shall occur to the layout, design or any other aspect of the plan, without resubmittal and subsequent approval of any requested revisions. Upon completion of the site work, The Villages reserves the absolute right to review the finished construction and to determine whether the completed job meets the approved submittal plans and specifications. The parcel developer shall be responsible for contacting The Villages to specifically request a final inspection. Any deficiencies found by The Villages will be identified in writing to the parcel developer, who shall immediately take all corrective action necessary to remedy any deficiencies. Final approval from The Villages shall be obtained prior to submittal of the final certification of completion to Sumter County by the project engineer.

THE STANDARD DETAILS FOR THIS PROJECT SHALL BE
FOUND IN "THE VILLAGES CONSTRUCTION DETAILS MANUAL,
DATED MAY 1, 2009" PREPARED BY GRANT & DZURO, OR
AS AMENDED BY THESE PLANS.



**FARNER
BARLEY**
AND ASSOCIATES, INC.

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS

Certificate of Authorization Number: 4709

4450 N.E. 83rd Road ○ Wildwood, Florida 34785 ○ (352) 753-3114

FROM THE MOST NORTHERLY CORNER OF TRACT A, CABANAS AT CREEKSIDE LANDING, AS RECORDED IN PLAT BOOK 11, PAGES 11 THROUGH 11E, INCLUSIVE, PUBLIC RECORDS OF SUMMIT COUNTY, FLORIDA, RUN ALONG THE BOUNDARY OF SAID CABANAS OF CREEKSIDE LANDING THE FOLLOWING COURSES: S172°54'1.82", 8.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S175°34'24", 288.73 FEET; THENCE S124°43'22", 150.22 FEET; THENCE S05°34'29"E, 96.33 FEET; THENCE S14°35'59"E, 37.62 FEET; THENCE S12°00'00"E, 100.00 FEET; THENCE S16°44'52"E, 12.28 FEET; THENCE S14°04'45"E, 36.61 FEET; THENCE S16°07'13"E, 102.62 FEET; THENCE N69°18'10"E, 35.02 FEET; THENCE N55°48'27"E, 116.04 FEET TO THE POINT ON THE WESTERLY RIGHT-OF-WAY OF OLD CAMP ROAD AS SHOWN ON THE PLAT OF LAKE SUMTER LANDING, AS RECORDED IN PLAT BOOK 8, PAGES 28 THROUGH 28H, INCLUSIVE, PUBLIC RECORDS OF SUMMIT COUNTY, FLORIDA AND THE ARC OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 528.00 FEET AND A CHORD BEARING AND DISTANCE OF N114°24'11", 124.28 FEET; THENCE DEPART FROM SAID CHORD BEARING AND DISTANCE AND RUN ALONG THE BOUNDARY OF OLD CAMP ROAD AND OLD MILL RUN AS SHOWN ON SAID PLAT OF LAKE SUMTER LANDING, THE FOLLOWING COURSES: NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 133°01'02", A DISTANCE OF 124.57 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1,278.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 164°33'59", A DISTANCE OF 1,376.52 FEET; THENCE N115°59'12", 111.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 97°19'33", A DISTANCE OF 42.47 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,141.42 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 164°33'59", A DISTANCE OF 333.37 FEET; THENCE S75°02'07", 50.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,141.42 FEET; THENCE ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 057°14'4", A DISTANCE OF 274.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.89 ACRES, MORE OR LESS.

1. THIS SURVEY IS LIMITED TO THE LOCATION OF SURFACE IMPROVEMENTS ONLY. SUBSURFACE UTILITIES, FOUNDATIONS AND ENCROACHMENTS WERE NOT LOCATED AND ARE NOT SHOWN HEREON. BEFORE CONSTRUCTION OR EXCAVATION CONTACT "SUNSHINE ONE CALL SERVICE" (800) 432-4770 AND/OR APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION OF UNDERGROUND UTILITIES.
2. THIS SURVEY IS "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER".
3. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN PLACED HEREON FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.
4. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF THE SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.
5. THIS SURVEY REPRESENTS A BOUNDARY SURVEY AS DEFINED IN THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODES.
6. THE SURVEYOR DID NOT INSPECT THE PROPERTY SHOWN HEREON FOR ENVIRONMENTAL HAZARDS.
7. THE PROPERTY SHOWN HEREON CONTAINS 8.89 ACRES, MORE OR LESS.
8. FENCES AND WALL DIMENSIONS ARE APPROXIMATE. THE SURVEYOR DID NOT DETERMINE OWNERSHIP OF FENCES AND WALLS.

THIS BOUNDARY SURVEY IS CERTIFIED TO:
THE VILLAGES OF LAKE-SUMTER, INC.

I HEREBY CERTIFY THAT THE ABOVE MENTIONED MAP OF LAND SURVEY, AND THE FIELD SURVEY ON WHICH IT IS BASED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PREPARED UNDER MY DIRECTION AND SUPERVISION. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE APPLICABLE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYS IN THE STATE OF FLORIDA (CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

ALEXANDER G. DUCHART
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5998

O.R.B. = OFFICIAL RECORDS BOOK
S.C.R. = SUMTER COUNTY RECORDS
P.B. = PLAT BOOK
P.G. = PAGE
R = RADIUS
L = ARC LENGTH
Δ = CENTRAL ANGLE
CB. = CHORD BEARING
CH. = CHORD DISTANCE
● = SET 5/8" IRON ROD & CAP "LB4709"

FARNER
BARLEY
AND ASSOCIATES, INC.

Circle of Authorization Number: 4709

▲ ENGINEERS
▲ SURVEYORS
▲ PLANNERS

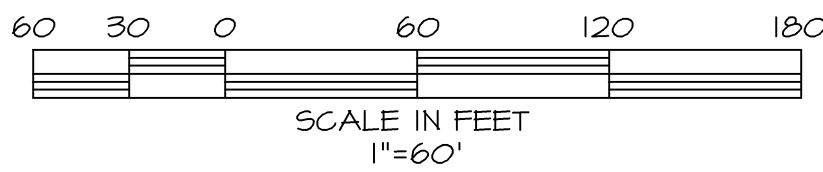
4450 N.E. 83rd Road ○ Wildwood, Florida 34785 ○ (352) 748-3126

The Villages
VILLAGES OF SUMMIT
CREEKSIDE MEDICAL CENTER
OF EXCELLENCE

BOUNDARY SURVEY

DATE 8-06-09
DRAWN BY DC
CHKD BY JAH
FILE NAME SURVEY
JOB NO. 921141.1788

HT, 4 OF 9



50 25 0 50 100 150

SCALE IN FEET
1"=50'

DATE: 8-06-09		BY: _____	
DRAWN BY: DC		REVISIONS: _____	
CHKD BY: JAH		DATE: 12-04-01	
FILE NAME: GRADE		REVISED PER COM. COMMENTS: _____	
JOB NO. 42141178		DATE: _____	

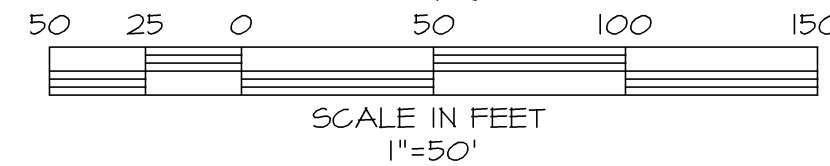
<p>ENGINEER: JEFFREY A. HEAD, P.E. # 58058</p> <p>DATE: _____</p>	<p>DATE: 8-06-09</p> <p>DRAWN BY: DC</p> <p>CHKD BY: JAH</p> <p>FILE NAME: GRADE</p> <p>JOB NO. 42141178</p>
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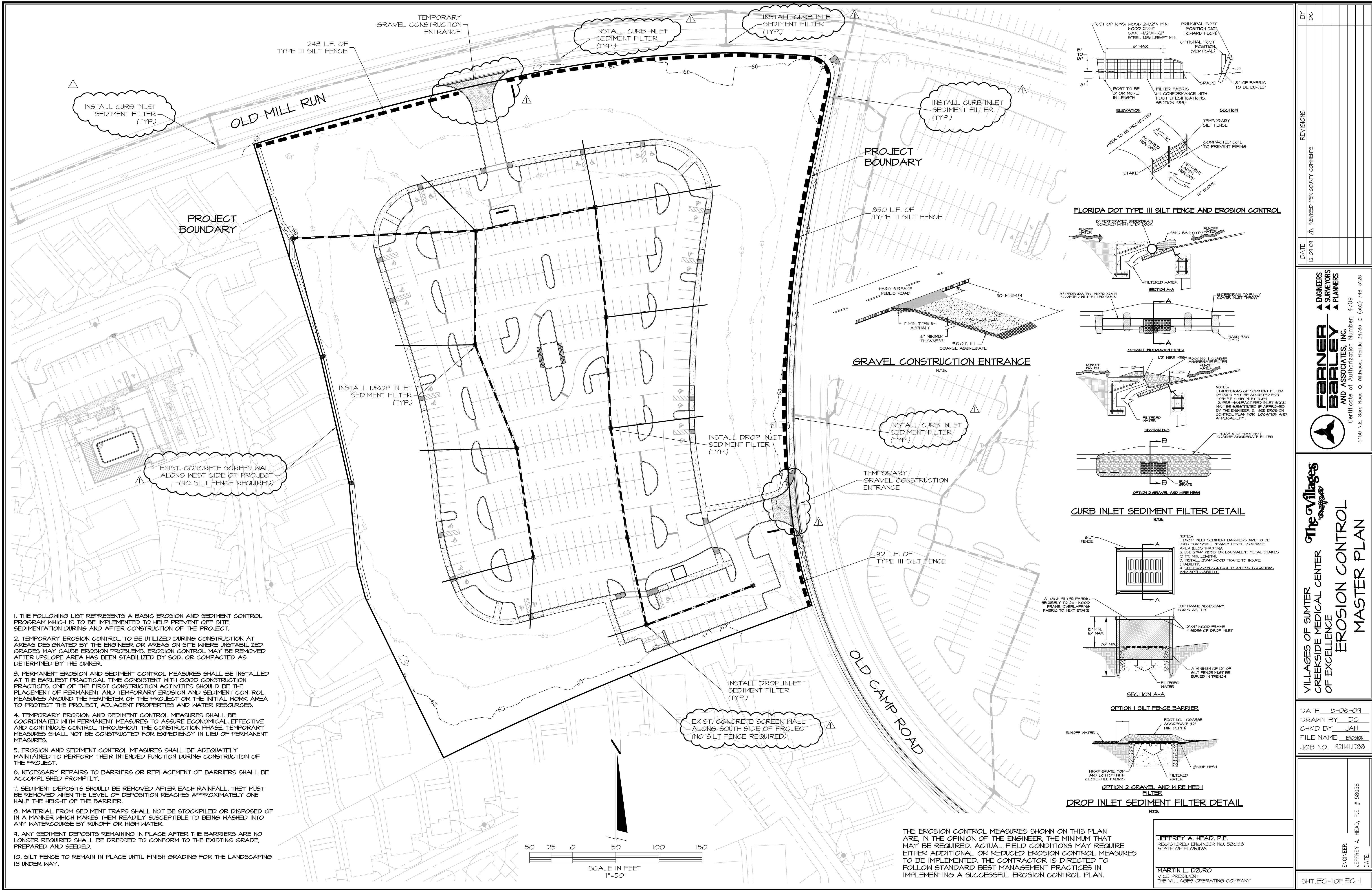
The Villages
VILLAGES OF SUMTER
GREEKSIDES MEDICAL CENTER
OF EXCELLENCE

GRADING PLAN

**FARNER
BARLEY
AND ASSOCIATES, INC.**
ENGINEERS
▲ SURVEYORS
▲ PLANNERS

Certificate of Authorization Number: 4709
4450 N.E. 85th Road o Wilkeood, Florida 34785 o (352) 748-3126





DATE	BY	REVISIONS
12-04-04	DC	
		REVISED PER COUNTY COMMENTS

DATE	8-06-09
DRAWN BY	DC
CHKD BY	JAH
FILE NAME	EROSION
JOB NO.	4211411788

ENGINEER	JEFFREY A. HEAD, P.E. # 58058
DATE	

SHT. EC-1 OF EC-1

Prepared by/Return to:
Erick Langenbrunner, Esq./gan
McLin & Burnsed P.A.
1028 Lake Sumter Landing
The Villages, FL 32162

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is dated this _____ day of _____, 2009, between **SUMTER COUNTY**, a political subdivision of the State of Florida (the “County”), and **THE VILLAGES OPERATING COMPANY**, a Florida corporation (“The Villages”).

RECITALS

A. The Villages is the owner of certain real property located in Sumter County, Florida, legally described and depicted in the attached *Exhibit “A”* (the “Property”).

B. The Villages wishes to develop the Property into a professional office and medical center to be known as “Creekside Medical Center of Excellence”.

C. The Property is a part of and lies wholly within The Villages of Sumter Development of Regional Impact (“DRI”).

D. The Property is zoned RPUD, and pursuant to The Villages of Sumter Master Plan, the Property’s land use is town center/mixed use.

E. At this time, pursuant to Chapter 13, Article IV, Division 4, Section 13-551(b)(2) of the Sumter County Land Development Code (2009), the County and The Villages wish to record this Agreement within the Public Records of the County regarding the development of the Property and the maintenance of the infrastructure constructed therein.

NOW THEREFORE, in recognition of the foregoing, the parties agree to the following terms and conditions for the Property.

1. **Permitted Uses.** Any use permitted in the DRI; provided however (a) all uses of the Property shall be subject to this Agreement and the terms, conditions, and agreements contained in the development order(s) issued pursuant to the DRI, and (b) no portion of the Property may be used for the purposes of an RV park; airport; sewage treatment facility; restaurant, bar or nightclub; electronic or other game parlor; automotive repair facility; gas station; food bank or soup kitchen; shelter for abused spouses or children or similar uses; or any so called “adult”, “X rated”, or similar entertainment facility or adult video or book store.

2. **Design and Development Standards.**

A. Subdivision. The Property may be developed into multiple, separately-owned fee simple parcels and/or multiple, separately-leased parcels without the need for platting. Fee simple title to portions of the Property may be transferred and further subdivided without the need for platting.

B. Shared Features; Roadways. The Property will be developed with shared parking areas, walkways, landscaping, postal, and dumpster facilities. No publicly dedicated roadways will be constructed within the Property, and the County shall have no obligation for the improvement or maintenance of roadways within the Property. Non-publicly dedicated roadways may be constructed from time to time pursuant to individual site plan approval without the need for platting.

C. Parking. Parking requirements shall not be less than four (4) parking spaces for every one thousand (1,000) square feet of Gross floor area (as defined in Chapter 13, Article I, Division 5, Section 13-41 of the Sumter County Land Development Code (2009), and hereinafter referred to as “GFA”) within a building on the Property. Evidence of full compliance with the parking required under this Agreement shall be submitted with each site development plan. Parking requirements within the Property may be aggregated.

D. Site Plan and Permit Approval. All structures must be permitted by the County pursuant to site development plans submitted to the County Building Department, and the owners shall install and complete all required site improvements. Individual site development plans may be submitted on a building by building basis. Building permit issuance shall be based upon adherence to this Agreement, and all site plans submitted shall contain documentation on such site plan of compliance therewith. Individual site plans for each building will be submitted to Sumter County for review and approval during building permit application. Parking striping, handicap parking, handicap accessibility ramps, signage, sidewalks and curbs adjacent to buildings will be constructed with each individual site plan. Matters not specifically addressed in this Agreement will be controlled by the County’s Development Code. Site distance triangles within the Property will be according to standard engineering practices.

E. Gross Floor Area. The maximum total GFA of all buildings located within the Property from time to time shall never exceed eighty five thousand square feet (85,000 s.f.). Porch areas shall not be included when calculating GFA under this Agreement.

F. Building Setbacks. All buildings to be constructed within the Property shall have a fifteen (15) foot setback from all land not included within the Property, and a fifteen (15) foot setback from Old Camp Road and Old Mill Run. All such setbacks shall not apply to what is generally known as signs, sign towers, walls, other similar entry features, HVAC units and related equipment, and parking.

G. Building Height. Maximum building height (not including uninhabitable architectural and mechanical features) shall be thirty-five (35) feet, except that buildings may be constructed up to fifty (50) feet provided they comply with all applicable fire codes.

H. Building Separation. No minimum parcel size or width is required, however, separate buildings shall be subject to a wall-to-wall building separation of fifteen (15) feet, or such greater separation as may be required under fire or other applicable codes or regulations. All such building separation requirements shall not apply to signage.

I. Open Space. Open space requirements shall be as set forth in the development order(s) issued pursuant to the DRI.

J. Impervious Surface Ratio. The maximum impervious surface ratio (which includes building coverage) shall be limited to eighty percent (80%). Individual site plans with an impervious surface ratio in excess of eighty percent (80%) shall be approved provided the ratio, when considering all of the area within the DRI, shall never exceed the eighty percent (80%) limit.

K. Storm Water Systems. Storm water drainage, runoff and retention shall be constructed, operated, and maintained in accordance with permits issued by the Southwest Florida Water Management District. Sumter County shall have no obligation for the improvements or maintenance of such storm water drainage, runoff and retention systems.

3. Any amendments to this Memorandum of Agreement shall only be binding upon execution by the County, and all fee simple owners of the Property at the time of execution.

(Signatures on following pages)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first set forth above.

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**

ATTEST:

Gloria R. Hayward, Clerk

Doug Gilpin, Chairman

WITNESSES:

**THE VILLAGES OPERATING
COMPANY**, a Florida corporation

Print Name: _____

By: _____
Gary L. Moyer, Vice President

Print Name: _____

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by **Doug Gilpin**, as Chairman and **Gloria R. Hayward**, as Clerk of and on behalf of the **Board of County Commissioners of Sumter County, Florida**, for the purposes expressed herein.

NOTARY PUBLIC-STATE OF FLORIDA

Print Name: _____

Serial/Commission Number: _____

Commission Expires: _____

Personally known _____ or Produced Identification _____

Type of Identification Produced _____

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this ____ day of _____, 2009,
by **Gary L. Moyer**, as Vice President of and on behalf of **The Villages Operating Company**, a
Florida corporation, for the purposes expressed herein.

NOTARY PUBLIC-STATE OF FLORIDA

Print Name:_____

Serial/Commission Number:_____

Commission Expires:_____

Personally known _____ or Produced Identification _____

Type of Identification Produced _____

O:\User\TR\VOC\Creekside Medical Center of Excellence OC0082\Memorandum of Agreement .wpd/gan
Revised: December 7, 2009
Printed: December 21, 2009

Cornelius, Brad

From: Arnold, Bradley
Sent: Tuesday, December 01, 2009 8:08 PM
To: Cornelius, Brad
Subject: Fw: Creekside Medical Center of Excellence Memorandum of Agreement (Villages)

From: Derrill McAteer <Derrill@hoganlawfirm.com>
To: Arnold, Bradley
Sent: Tue Dec 01 19:19:48 2009
Subject: RE: Creekside Medical Center of Excellence Memorandum of Agreement (Villages)

Brad,

The February email should also be included, as my Nov. 30 email references it directly.

Thanks,

Derrill

From: Arnold, Bradley [mailto:Bradley.Arnold@sumtercountyfl.gov]
Sent: Tuesday, December 01, 2009 5:28 PM
To: Derrill McAteer
Cc: Cornelius, Brad; Tom Hogan
Subject: RE: Creekside Medical Center of Excellence Memorandum of Agreement (Villages)

Derrill,

Thank you and yes planning did see the memorandum and is preparing the executive summary for BOCC consideration. I think it is appropriate for Brad C to place your first paragraph within the executive summary so the BOCC understands your point as well.

Bradley

From: Derrill McAteer [mailto:Derrill@hoganlawfirm.com]
Sent: Monday, November 30, 2009 5:13 PM
To: Arnold, Bradley; Cornelius, Brad
Cc: Tom Hogan
Subject: Creekside Medical Center of Excellence Memorandum of Agreement (Villages)

Mr. Arnold,

Regarding the Creekside Medical Center of Excellence Memorandum of Agreement, the document is generally acceptable as to language and content, and is likely enforceable. I see no need to advise the board to the contrary. However, I reiterate the points stated below (albeit delivered under different circumstances) that these "Memorandums of Agreement" or "Understanding" are obsolete, less comprehensive and less effective than the Development Agreement process outlined by the legislature in the noted statutory sections of Chapter 163. While Sumter's code may "allow" for memorandums such as these, that does not necessarily mean they are the most appropriate way to memorialize the terms at

12/21/2009

issue. Sumter's code, of course, does not supersede the requirements of state statute, and a county, in its capacity as a state subdivision, cannot enforce less stringent regulations than those mandated by the legislature.

However, as I noted above, the terms of this agreement are clear and I have no further comment on it.

I assume planning has seen the memorandum.

Sincerely,

Derrill McAteer

From: Derrill McAteer

Sent: Wednesday, February 18, 2009 10:09 PM

To: 'Arnold, Bradley'; Cornelius, Brad

Subject: Memorandums of Understanding

Attorney/Client Communication

As I understand the history of local policy, it has long been the practice of Sumter County to work with prospective developers by considering, upon public hearing and open commission debate, "Memorandums of Understanding" as conditions of possible application approvals, in order to give the County more control over projects than the provisions of the current land development regulations practically allow. In the case of 674 Property, LLC, the deadline for transmittal to DCA was upon the County and its options for applying limitations and controls against the developer at the land use phase were limited, and the Memorandum of Understanding gave the County that control and flexibility (subject to DCA review and approval).

However, in the future, I would suggest that the approval and implementation of these agreements follow the provisions of sections 163.3225, 163.3227, 163.3229, and 163.3235 Florida Statutes, among others, which govern "Development Agreements". While these Memorandums of Understanding differ from Development Agreements in their relative simplicity, form and function, I think the application of the aforementioned provisions can do no harm and may prevent frivolous legal challenges brought for purposes of obstruction or delay by third parties.

I am sending this correspondence, in pertinent part, in response to the threat of litigation made to Brad Cornelius before and after the 674 Property, LLC land use hearing. As a result of those comments, this correspondence is also sent, technically, in "anticipation" of litigation.

As Sumter County attracts more development, I'm afraid third party litigation against the County will follow, as it has in surrounding counties. I don't like "lawyering up" efforts at efficiency and economic development, but I think the above is a good idea and will not deter sophisticated and properly represented investors from working with Sumter County.

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